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**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

DRUCILLA COOPER, an individual

Plaintiff,

vs.

UNITED AIR LINES, INC., and DOES 1-10,

Defendants.

CASE NO.

COMPLAINT

Cv 13 2870

- (1) RACE DISCRIMINATION IN VIOLATION OF TITLE VII (42 U.S.C. § 2000e, et seq.)
- (2) RETALIATION IN VIOLATION OF TITLE VII (42 U.S.C. § 2000e, et seq.)
- (3) DISABILITY DISCRIMINATION IN VIOLATION OF ADA
- (4) AGE DISCRIMINATION IN VIOLATION OF ADEA
- (5) VIOLATION OF THE EQUAL PAY ACT 29 U.S.C. § 206

Plaintiff, DRUCILLA COOPER, files this Complaint, and complains of the named Defendants, and each of them, jointly and severally, and for causes of action, alleges as follows:

JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. Section 1331 based upon Plaintiff's federal claims, under 24 U.S.C. § 2000 et seq. The Court has

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U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

1 supplemental jurisdiction over Plaintiff's related state law claims pursuant to 28 U.S.C. § 1367
2 because the state law claims arise out of the same operative facts.

3 2. Venue is proper in this Court because the unlawful employment practices complained of
4 occurred in the Northern District of California, and the Defendant, UNITED AIR LINES, INC.
5 (hereinafter "UNITED" or "Defendant") is licensed to and doing business in the Northern
6 District of California.

7 3. Plaintiff has been damaged in excess of the jurisdictional amount of this Court.

8 INTRODUCTION

9 4. This is an action for damages for Race Discrimination, Gender Discrimination,
10 Disability Discrimination, Retaliation, and the Lilly Ledbetter Fair Pay Act. This action arises
11 out of events involving Plaintiff Drucilla Cooper ("Plaintiff"), and Defendants UNITED AIR
12 LINES INC. ("Defendant")

13 THE PARTIES

14 5. Plaintiff is a African-American female individual formerly serving in the position of
15 Security Supervisor at United at the San Francisco International Airport ("SFO") and currently
16 serving as a Security Officer, and is a resident of Contra Costa County, California.

17 6. Defendant United Air Lines, Inc. is a Delaware Corporation licensed to and doing
18 business within this judicial district.

19 7. Plaintiff is ignorant of the true names and capacities of defendants sued herein as DOES
20 1-10, inclusive, and Plaintiff therefore sues such defendants by such fictitious names. Plaintiff
21 will amend this complaint to allege their true names and capacities when ascertained. Plaintiff is
22 informed and believes and thereon alleges that each of these fictitiously named defendants is
23 responsible in some manner for the occurrences, acts and omissions alleged herein and that
24 Plaintiffs injuries as alleged herein were proximately caused by such aforementioned defendants.

25 FACTS COMMON TO ALL CAUSES OF ACTION

26 8. Plaintiff began her employment at United Airlines in March 1997 as a Security Officer
27 after retiring from her 16-year career at Berkeley Police Department as a seasoned public safety
28 officer.

1 9. After working for United for three years as a Security Officer, a supervisor position
2 became available in or about the year 2000. Plaintiff applied for the position along with Dave
3 Brooks. Plaintiff suffered discrimination when Carl Dean, Manager of Security, refused to allow
4 Plaintiff to promote into the position although the other two people on the interview panel
5 expressed that Plaintiff performed better than Dave Brooks during the interview. In turn, Mr.
6 Dean offered the position to Plaintiff's Caucasian counterpart. Further, Mr. Dean told Steve
7 Whitehouse a fellow panel member, that he did not offer Plaintiff the position because Plaintiff
8 did not like him. Steve Whitehouse reported this comment to Human Resources that he had
9 concerns concerning Mr. Dean's motivation for not selecting Plaintiff for the promotion.

10 10. In response to Mr. Whitehouse's expression of concern, United's Human Resources
11 department, as part of a long-standing pattern and practice did not investigate the issues raised
12 by Mr. Whitehouse, and instead responded that Mr. Dean had the choice of who he wanted to
13 work with, and no action would be taken.

14 11. Despite having encountered race discrimination in promotion at United, Plaintiff became
15 a Security Supervisor in 2002 from her union position without formal managerial experience.
16 Plaintiff obtained this position because Mr. Dean, who had previously refused Plaintiff a
17 promotion, left the company. Since Mr. Dean left the company and because of the September 11,
18 2001 tragedies, the need for increased security looked to individuals within the Company who
19 had long-term police officer and public safety experience, and finally promoted Plaintiff.
20 Around the time that Plaintiff was interviewed for the Security Supervisor position, Steve Sulgit,
21 another manager at United, confirmed in a conversation with Plaintiff that she should have been
22 awarded the supervisor position the first time she applied in 2000.

23 12. In her new position as Security Supervisor, Plaintiff had supervisory authority over all
24 aspects of security officers, including assigning tasks, assessing performance, issuing
25 disciplines, controlling workplace conduct such as employee use of parking privileges. At that
26 time of the promotion, she received a 51% increase in pay and started at the low end of the pay
27 range for the position at that time.
28

1 13. As Security Supervisor, in the course and performance of her duties, Plaintiff consistently
2 expressed her independent judgment on security-related issues and workplace concerns. One
3 such incident occurred in 2002, in which Plaintiff advocated for maintaining certain work task
4 balances, and whether Dennis Hughes, Plaintiff's supervisor at the time, should separate the
5 Security Supervisor duties into an Operational entity and an Administrative entity. Plaintiff
6 explained that such an organizational change would be detrimental to the security office, based
7 on her more than decade of public safety experience.

8 14. In July 2003, Dennis Hughes, Plaintiff's supervisor at that time, held a meeting with
9 Plaintiff. Mr. Hughes indicated that Plaintiff's performance was sufficient except he had a
10 problem with Plaintiff because she did not agree with his decisions as a supervisor.

11 15. Despite the July 2003 comment from Mr. Hughes, Plaintiff continued to perform the
12 duties of her job in an exemplary fashion and to the expectations of United.

13 16. In 2008, United hired Alex Del Campo into a Supervisor Position; however, Mr. Del
14 Campo received a higher salary than Plaintiff, despite having fewer years in law enforcement
15 and less experience on site, and since 2008 has been paid more than Plaintiff for the same work
16 in the same job location.

17 17. At various points during her career at United, Plaintiff made complaints about unfair
18 treatment from her supervisors and colleagues, including Mike Flanigan, Manager of the
19 Janitorial Services but not a United employee (Caucasian) in 2005, William Knight, Security
20 Supervisor (Caucasian) in 2007, Dwight Crizer, Specialist in the Control Center department
21 (Caucasian) in 2007, and Mr. Del Campo (Hispanic) in 2010 and 2011.

22 18. In October 2005, Plaintiff filed a complaint with her manager at that time, Susan
23 Franzella, about Mike Flanigan's refusal to cooperate with her. Plaintiff complained that Mr.
24 Flanigan was obstructing a Security office investigation by not providing his employee's
25 statements for a particular incident. As part of United's pattern and practice of quashing rather
26 than investigating employee complaints of unlawful workplace practices, United took no action
27 in response to Plaintiff's complaint.
28

1 19. William Knight became a Security Supervisor at SFO in 2008. When Mr. Knight became
2 supervisor, he worked with Alex Del Campo, who was been hired that year directly into a
3 Security Supervisor position.

4 20. During this time period, William Knight, who usually worked the swing shift from 1:00
5 PM to 9:30PM expressed animus towards Plaintiff, indicating that did not like working with
6 females, and refused to work in the collaborative fashion required for Security Supervisors with
7 respect to Plaintiff, consistently deprecating and ignoring Plaintiff's input on supervisory and
8 public safety issues.

9 21. Plaintiff is informed and believes that Mr. Del Campo informed graveyard security
10 employees that Plaintiff was unqualified for the position of Security Supervisor, despite her
11 many years of service as a sworn police officer and years of supervisory experience at SFO.

12 22. From 2008 to the point in time when Defendant demoted Plaintiff, Plaintiff was paid less
13 than her similarly or less qualified younger, male, non-African-American counterpart for the
14 same work.

15 23. In July 2010, Plaintiff received a complaint from Tonya McCowan, Security Officer
16 (African-American), that Mr. Del Campo was favoring another employee. Ms. McCowan wrote
17 that Mr. Del Campo had knowledge that Ms. McCowan was being ridiculed by Charlene Santos,
18 Security Officer (Filipino) but he did not take any action to stop it. Plaintiff brought the issue to
19 the attention of their supervisor Mr. Del Campo, who, consistent with United's pattern and
20 practice of quashing rather than investigating complaints of unfair and unlawful workplace
21 behavior, took no action..

22 24. In September 2010, Plaintiff had progressed in her career as supervisor and had been
23 recognized for her performance with a position on the Evacuation Committee. The Evacuation
24 Committee prepared employees for evacuation drills so that if any major crisis happened, they
25 would be ready. Plaintiff wanted to ensure that there was a uniform method in place to evacuate
26 everyone at the base. However, without notice, Plaintiff was removed from the committee and
27 replaced with Mr. Del Campo. Plaintiff complained to her supervisor, Steve Sulgit (Caucasian),
28

1 who told Plaintiff that she was removed from the committee was because he did not know her
2 experience with evacuations.

3 25. Plaintiff's long-term job prospects were harmed by her removal from the Evacuation
4 Committee, as such assignments are prerequisites for promotion at United.

5 26. As a Daytime Security Supervisor working a 5:00 AM-1:30 PM shift, Plaintiff had the
6 authority to coordinate breaks, assign vehicles to employees, implement procedures for the
7 department, and draft memoranda in reference to the same items.

8 27. Despite this supervisory authority, Plaintiff was constantly questioned on her
9 supervisory decisions unlike her younger male non-African-American counterparts at SFO. For
10 example, in December 2010, Alex Martin Del Campo, Security Supervisor, who in earlier years
11 had attempted to have Plaintiff transferred, wrote a letter to Bernard Petersen, Security Manager,
12 questioning the operational changes that Plaintiff made. Plaintiff's non-African-American,
13 younger male counterparts did not have their authority undermined in this fashion.

14 28. As part of Plaintiff's job duties and responsibility as Security Supervisor, Plaintiff
15 implemented a change that required managers to submit for Security Clearance with Chicago
16 Security instead of the local SFO security. In response to this increase in security, Mr. Del
17 Campo's again undermined Plaintiff's supervisory authority, calling her judgment into question.
18 Plaintiff was again forced to remediate the undermining of her authority by complaining that Mr.
19 Del Campo had made repeated attempts to discredit her work, and that she believed that it was
20 for an improper purpose. Plaintiff further complained to Mr. Peterson that United, by failing to
21 address the illegitimate undermining of her authority, was creating an environment where others
22 in the workplace felt free to openly question the authority of her position; thereby promoting
23 insubordination, with potentially disastrous security consequences. United did not permit
24 questioning of the chain of command of the non-African-American, younger, male Security
25 Supervisors, such as Mr. Del Campo.

26 29. During this time period United required Plaintiff to repeatedly justify her decisions and
27 engage in business and operational justifications over and above that applied to her non-African-
28 American, younger, male counterparts.

1 30. Throughout Plaintiff's service as a Security Supervisor, Plaintiff was subjected to daily
2 questioning of her authority, in an atmosphere promoted by her non-African-American, younger
3 male peer, Mr. Del Campo where those under her supervision were able to witness Mr. Del
4 Campo's open contempt of Plaintiff and his refusal to treat Plaintiff as an equal peer.

5 31. For example, in keeping with his practice of excluding Plaintiff, and not recognizing the
6 authority of her position, in February 2011, Mr. Del Campo transmitted his Out of Office
7 AutoReply to security office employees. In his AutoReply, Mr. Del Campo stated that he will be
8 on vacation for the next 11 days and to contact Bill Knight for any security issues. This
9 instruction made no operational sense, since the next Security Supervisor on duty on the
10 following shift was Plaintiff.

11 32. Marjorie Carter Burton, Administrative Assistant to Plant Maintenance, replied to Mr.
12 Del Campo's February 18th e-mail, inquiring as to why Plaintiff was excluded as a
13 Supervisor/point of contact for his out of office message.

14 33. Despite Plaintiff's years of experience at SFO and in the security office, and prior
15 experience as a Berkeley City Police Officer, United permitted an atmosphere where SFO
16 employees felt free to treat Plaintiff as a second-class employee when she consistently
17 performed her duties.

18 34. In March 2011, Mr. Del Campo escalated what should be ordinary questions regarding
19 operational details to Plaintiff's supervisor in furtherance of his contempt for Plaintiff as an older
20 African-American female, without cause and outside of the normal course of business.

21 35. Throughout 2010 and 2011, United continued to permit a workplace atmosphere where
22 the authority of Plaintiff's position was needlessly questioned and undermined, despite her many
23 years of experience in security and police work. United knew of this atmosphere and, consistent
24 with its pattern and practice of quashing rather than investigating complaints, took no action to
25 investigate nor remediate the situation. Plaintiff's younger, non-African-American and male
26 counterparts were not subjected to the same purposeful undermining of their authority.
27
28

1 36. As a result of the workplace atmosphere to which Plaintiff was subjected, Plaintiff found
2 it increasingly difficult to obtain the compliance of those she supervised, witnessed greater
3 insubordination, causing greater difficulty in obtaining a positive security state on the premises.

4 37. In or about September 2011, United commenced a so-called "reorganization" plan at
5 SFO.

6 38. United has a pattern and practice throughout its operations worldwide of using
7 "reorganization" as a pretext for discriminatory and retaliatory employment actions, to place
8 non-minorities, older workers, and males in positions occupied by competent, well-performing
9 minorities, females, and younger workers.

10 39. Under cover of the so-called "reorganization", United claims that some unidentified
11 business necessity requires that its employees re-apply for the positions that they then hold.
12 However, when pressed to identify the alleged business necessity for the so-called
13 "reorganization" United is unable to provide any substantial or legitimate business reason for the
14 drastic changes it brings about through its so-called reorganization.

15 40. As part of the September 2011 "reorganization" Plaintiff was informed that her position
16 was being reorganized; however, despite her requests for information concerning the reasons for
17 the reorganization, no one at United could provide an explanation of what operational issues
18 would require reorganization.

19 41. Around this time Ms. Marvin-Nilsen told Plaintiff to study certain information for the
20 interview which would be required if Plaintiff wanted to retain her position. Despite following
21 the instructions of Ms. Marvin-Nilsen, Plaintiff was surprised to learn that none of the
22 information that Mr. Marvin-Nilsen suggested that Plaintiff study came up during the interview.

23 42. Plaintiff later asked Mr. Knight if Ms. Marvin-Nilsen provided him with any information
24 to prepare for his interview and he informed Plaintiff that he did not receive anything from her.

25 43. On September 9, 2011, Ms. Marvin-Nilsen told Plaintiff that she would be terminated
26 from her supervisor position effective October 1, 2011. Ms. Marvin-Nilsen stated that United
27 had used a "talent selection process" to fill new roles in the new organization, and a reduction
28 in-force among management and administrative coworkers was necessary.

1 44. The so-called "talent selection process" and "reorganization" were not conducted in an
2 industry-standard fashion, were not based upon well-recognized principles of workplace
3 fairness, did not take into account experience, and indeed were nothing more than pretext for
4 discrimination and retaliation in the workplace.

5 45. Ms. Marvin-Nilsen also informed Plaintiff that she did not do well on her interview and
6 would not be awarded her former position of Security Supervisor.

7 46. Out of concern for her future plans, Plaintiff exercised her bumping rights and accepted a
8 pay cut and demotion into a Security Officer position rather than face outright termination of her
9 employment.

10 47. Plaintiff started in her demoted position on October 3, 2013. Ms. Marvin-Nilsen offered
11 Plaintiff several days off with pay.

12 48. With this demotion, Plaintiff earns \$1700 less every month compared to her Security
13 Supervisor position.

14 49. Although Plaintiff had numerous years of experience with United and as a sworn police
15 officer, United retained Plaintiff's younger, male, non-African-American counterpart with no
16 police officer experience as Security Supervisor.

17 50. Russ Faultner (Caucasian), former manager in the Stores department now holds Plaintiff's
18 position. Mr. Faultner's qualifications for a Security Supervisor position are unknown to Plaintiff
19 as of the filing of this Complaint.

20 51. United retaliated against Plaintiff for engaging her rights in bringing her concerns to the
21 company by terminating her from her longtime position and effectively demoting her to a
22 position she held many years prior.

23 52. Plaintiff duly filed administrative charges of discrimination herein with the U.S. Equal
24 Employment Opportunity Commission. The EEOC has issued Plaintiff a notice of right to sue
25 on April 5, 2013, thereby authorizing Plaintiff to initiate a civil action against Defendant
26 UNITED, and Plaintiff has exhausted her administrative remedies as to her Title VII claims.
27
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**FIRST CLAIM
VIOLATION OF 42 U.S.C. § 2000e, et seq. (TITLE VII)
RACE DISCRIMINATION**

53. As a first, separate and distinct claim, Plaintiff complains of Defendants, and for a claim of action, alleges:

54. Jurisdiction is invoked pursuant to 42 U.S.C. § 2000e-5(f)(3), seeking damages for violations of the Plaintiff's employment rights as protected by Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et seq. Title VII provides that it is an unlawful employment practice for an employer to do either of the following [42 U.S.C. § 2000e-2(a)]:

(a) Discharge any individual, or otherwise to discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment, because of that individual's race.

(b) Limit, segregate, classify employees in any way that would deprive or tend to deprive any individual of employment opportunities, or otherwise would adversely affect her status as an employee, because of the individual's race.

55. Plaintiff is an African-American female, and an employee of Defendant UNITED, and is thus a protected person under Title VII.

56. Throughout her employment Plaintiff was subjected to adverse employment actions, including but not limited to pay disparity, retention, and demotion as to which her non-African-American counterparts were not subjected, which actions substantially altered the terms and conditions of Plaintiff's employment.

57. In addition to the discriminatory actions set forth above, Plaintiff is informed and believes that Defendant engaged in other discriminatory conduct, and Plaintiff will seek leave to amend this complaint to allege such additional unlawful action upon discovery.

58. As a direct and proximate result of the acts and conduct of Defendants as alleged herein, Plaintiff has suffered loss of earnings, related employment benefits, and other economic damages in an amount to be proven at trial herein.

59. Defendants committed the abusive actions alleged herein maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff and from an improper and evil

1 motive amounting to malice, and in conscious and reckless disregard of her rights as an
2 employee.

3 60. Plaintiff duly filed administrative charges of discrimination herein with the U.S. Equal
4 Employment Opportunity Commission. The EEOC has issued Plaintiff a notice of right to sue
5 thereon authorizing Plaintiff to initiate a civil action against Defendant UNITED, and Plaintiff
6 has exhausted her administrative remedies as to her Title VII claims.

7 61. As result of said actions and conduct of Defendants, Plaintiff has suffered damages for
8 loss of earnings, loss of future earnings, and related employment benefits and opportunities.

9 WHEREFORE, Plaintiff prays judgment as set forth below.

10
11 **SECOND CLAIM**
12 **VIOLATION OF 42 U.S.C. § 2000e, *et seq.* (TITLE VII)**
13 **RETALIATION**

14 62. As a second, separate and distinct claim, Plaintiff complains of Defendants, and each of
15 them, jointly and severally, and for a claim alleges:

16 63. The factual allegations of Paragraphs 1 through 61 above, are re-alleged and incorporated
17 herein by reference.

18 64. Jurisdiction is invoked pursuant to 42 U.S.C. § 2000e-5(f)(3), seeking damages for
19 violations of the Plaintiff's employment rights as protected by Title VII of the Civil Rights Act of
20 1964, 42 U.S.C. § 2000e, *et seq.* Title VII prohibits retaliation against any person for opposing
21 any practice forbidden or made unlawful by Title VII or for participating in a proceeding under
22 Title VII. 42 U.S.C. § 2000e-3(a).

23 65. Plaintiff was an employee of the Defendant UNITED and is a person protected by said
24 provisions of the Title VII.

25 66. While employed by Defendants, Plaintiff engaged in protected activity by making
26 complaints of unlawful workplace practices and treatment in the workplace and participating in
27 investigations of unfair workplace practices, and suffered adverse employment actions in
28 retaliation for doing so.

1 67. In doing the acts and engaging in the conduct herein alleged, Defendants intended to and
2 did vex, harass, annoy and cause Plaintiff to suffer and continue to suffer emotional distress.

3 68. Plaintiff duly filed administrative charges of discrimination herein with the U.S. Equal
4 Employment Opportunity Commission. The EEOC has issued Plaintiff a notice of right to sue
5 thereon authorizing Plaintiff to initiate a civil action against Defendant UNITED, and Plaintiff
6 has exhausted her administrative remedies as to her Title VII claims.

7 69. As result of said actions and conduct of Defendants, Plaintiff has suffered damages for
8 loss of earnings, loss of future earnings, and related employment benefits and opportunities.

9 WHEREFORE, Plaintiff prays judgment as set forth below.

10
11 **THIRD CLAIM**
12 **DISABILITY DISCRIMINATION**
13 **AMERICANS WITH DISABILITIES ACT**
14 **42 U.S.C. § 12101, et seq. and Section 503**

15 70. As a third, separate and distinct claim, Plaintiff complains of Defendant, and each of
16 them, jointly and severally, and for a claim, alleges:

17 71. The factual allegations of Paragraphs 1 through 69 above, are re-alleged and incorporated
18 herein by reference.

19 72. At all times relevant herein, Plaintiff was an individual suffering from a "disability"
20 within the meaning and scope of 42 U.S.C. § 12102, as she suffers from sleep apnea and a knee
21 injury which affect the major life functions of walking, running, and working, and is therefore
22 part of a protected class under the ADA.

23 73. Accordingly, plaintiff is a member of the class of persons protected by 42 U.S.C. § 12112
24 and § 12203, which make it unlawful for an entity to discriminate against an individual with a
25 disability in employment, fail to provide reasonable accommodations to persons with
26 disabilities, and retaliate against any individual who opposes any unlawful practices.

27 74. As set forth above, Plaintiff was discriminated against in her employment with
28 Defendant because of her disability by being wrongfully terminated and/or demoted from her
position as Security Supervisor.

1 75. If Defendant is found liable for discrimination under the ADA, it is also subject to
2 liability pursuant to 29 U.S.C. section 793, Section 503 of the Rehabilitation Act of 1973--
3 Employment under Federal contracts standards for discrimination against an employee with a
4 disability.

5 76. By the acts and omissions of defendants, as set forth above, and each of them, Plaintiff
6 has been directly and legally caused to suffer actual damages including, but not limited to,
7 attorney's fees, costs of suit, and other pecuniary loss not presently ascertained.

8 77. As a further direct and legal result of the acts and conduct of defendants, and each of
9 them set forth above, Plaintiff has been caused to and did suffer and continues to suffer
10 emotional and mental distress, anguish, humiliation, embarrassment ,and anxiety. The exact
11 nature and extent of said injuries is presently unknown to Plaintiff.

12 78. Plaintiff is informed and believes and thereon alleges that Defendants committed the acts
13 alleged herein maliciously, fraudulently, and oppressively, with the wrongful intention of
14 injuring Plaintiff and acted with an improper and evil motive amounting to malice or oppression,
15 and in conscious disregard of Plaintiff's rights. Defendant's and their managers, officers, and/or
16 directors authorized or ratified the wrongful conduct of their employees and/or are personally
17 guilty of oppression, fraud, or malice. As such, Plaintiff is entitled to recover punitive damages
18 from defendants under federal law in an amount according to proof.

19 79. As a result of defendants' unlawful as alleged herein, plaintiff is entitled to reasonably
20 attorney's fees and costs of suit as provided in 42 U.S.C. § 12205.

21 80. Plaintiff duly filed administrative charges of discrimination herein with the U.S. Equal
22 Employment Opportunity Commission. The EEOC has issued Plaintiff a notice of right to sue
23 thereon authorizing Plaintiff to initiate a civil action against Defendant UNITED, and Plaintiff
24 has exhausted her administrative remedies as to her Title VII claims.

25 WHEREFORE, Plaintiff prays judgment as set forth below.

26 ///

27 ///

28 ///

FOURTH CLAIM
29 U.S.C. § 621 et. seq.
AGE DISCRIMINATION

81. As a fourth, separate and distinct claim, Plaintiff complains of Defendant UNITED, and for a claim, alleges:

82. The factual allegations of Paragraphs 1 through 80 above, are re-alleged and incorporated herein by reference.

83. Plaintiff is a female person over the age of 45 and is therefore part of a protected class under the ADEA.

84. As a direct result of the acts and conduct of the Defendants as alleged herein, Plaintiff has suffered loss of earnings and related employment benefits in an amount to be proven at trial herein.

85. In doing the acts and in engaging in the conduct alleged herein, Defendants intended to and caused Plaintiff emotional distress.

86. Plaintiff duly filed administrative charges of discrimination herein with the U.S. Equal Employment Opportunity Commission. The EEOC has issued Plaintiff a notice of right to sue thereon authorizing Plaintiff to initiate a civil action against Defendant UNITED, and Plaintiff has exhausted her administrative remedies.

87. By the acts and omissions of defendants, as set forth above, and each of them, Plaintiff has been directly and legally caused to suffer actual damages including, but not limited to, attorney's fees, costs of suit, and other pecuniary loss not presently ascertained.

88. As a further direct and legal result of the acts and conduct of defendants, and each of them set forth above, Plaintiff has been caused to and did suffer and continues to suffer emotional and mental distress, anguish, humiliation, embarrassment, and anxiety. The exact nature and extent of said injuries is presently unknown to Plaintiff.

89. Plaintiff is informed and believes and thereon alleges that Defendants committed the acts alleged herein maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff and acted with an improper and evil motive amounting to malice or oppression, and in conscious disregard of Plaintiff's rights. Defendant's and their managers, officers, and/or

1 directors authorized or ratified the wrongful conduct of their employees and/or are personally
2 guilty of oppression, fraud, or malice. As such, Plaintiff is entitled to recover punitive damages
3 from defendants under federal law in an amount according to proof.

4 WHEREFORE, Plaintiff prays judgment as set forth below.

5
6 **FIFTH CLAIM**
7 **VIOLATION OF THE EQUAL PAY ACT**
8 **29 U.S.C. § 206**

9 90. As a fifth, separate and distinct claim, Plaintiff complains of Defendant UNITED, and for
10 a claim, alleges:

11 91. The factual allegations of Paragraphs 1 through 89 above, are re-alleged and incorporated
12 herein by reference.

13 92. Plaintiff is a female person over the age of 45 and is therefore part of a protected class
14 under the Equal Pay Act.

15 93. Throughout the all relevant time periods from 2008 to her unlawful demotion, Plaintiff
16 has been paid less than her similarly-situated male counterpart for the same work in the same
17 location under the same job description and same job title.

18 94. Plaintiff worked at United in the Security Supervisor position, whose composite of skill,
19 effort, responsibility, and working conditions are equivalent in value to the Security Supervisor
20 position of her male counterparts. ,

21 95. Defendant has no legitimate reason for the disparity in pay pursuant to any bona fide
22 seniority system, any merit system, any system that measures earnings by quantity or quality of
23 production, or any factor other than sex.

24 96. By the acts and omissions of defendants, as set forth above, and each of them, Plaintiff
25 has been directly and legally caused to suffer actual damages including, but not limited to,
26 attorney's fees, costs of suit, and other pecuniary loss not presently ascertained.

27 97. As a further direct and legal result of the acts and conduct of defendants, and each of
28 them set forth above, Plaintiff has been caused to and did suffer and continues to suffer

emotional and mental distress, anguish, humiliation, embarrassment, and anxiety. The exact nature and extent of said injuries is presently unknown to Plaintiff.

98. Plaintiff is informed and believes and thereon alleges that Defendants committed the acts alleged herein maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff and acted with an improper and evil motive amounting to malice or oppression, and in conscious disregard of Plaintiff's rights. Defendant's and their managers, officers, and/or directors authorized or ratified the wrongful conduct of their employees and/or are personally guilty of oppression, fraud, or malice. As such, Plaintiff is entitled to recover punitive damages from defendants under federal law in an amount according to proof.

WHEREFORE, Plaintiff prays judgment as set forth below.

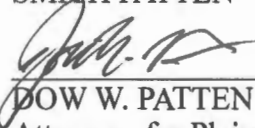
PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

1. For general damages in amounts according to proof and in no event in an amount less than the jurisdictional limit of this court;
2. For an order of the Court restoring Plaintiff to her previous position and directing Defendant to take appropriate steps to validate the age, race, gender, and disability impact of its "talent selection process";
3. For special damages in amounts according to proof;
4. For punitive damages in amounts according to proof;
5. For attorneys' fees as provided by law;
6. For interest as provided by law;
7. For costs of suit herein;
8. For such other and further relief as the Court deems fair and just.

Dated: June 21, 2013

SMITH PATTEN

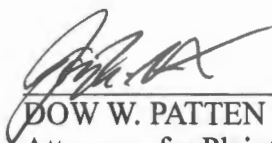

 DOW W. PATTEN
 Attorneys for Plaintiff
 Drucilla Cooper

JURY DEMAND

Plaintiff hereby demands trial by jury of all matters so triable.

Dated: June 21, 2013

SMITH PATTEN



DOW W. PATTEN
Attorneys for Plaintiff
Drucilla Cooper